

1 Leib M. Lerner (CA State Bar No. 227323)
2 Alina A. Ananian (CA State Bar No. 322905)
3 **ALSTON & BIRD LLP**
4 333 S. Hope Street, 16th Floor
5 Los Angeles, CA 90071
6 Telephone: (213) 576-1000
Facsimile: (213) 576-1100
Email: leib.lerner@alston.com
Email: alina.ananian@alston.com

7 Attorneys for Global Experience Specialist
8 f/k/a GES Exposition Services, Inc.

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 In re:

12 Coastal International Inc.,
13
14 Debtor

Bankruptcy Case No. 19-13584-TA
Chapter 11

**OBJECTION OF GLOBAL EXPERIENCE
SPECIALIST TO DEBTOR'S FORM OF
ORDER AND PROPOSED ALTERNATE
INTERIM ORDER GRANTING
EMERGENCY MOTION FOR ORDER
AUTHORIZING PAYMENT AND
HONORING OF PRE-PETITION
PAYROLL OBLIGATIONS**

Hearing

Date: September 18, 2019
Time: 11:00 a.m.
Place: 411 West Fourth Street
Suite 5085/Courtroom 5B
Santa Ana, CA 92701

1 On September 19, 2019, at 12:56 p.m., attorney Reem Bello, counsel for Debtor Coastal
2 International, Inc., circulated the three proposed orders on the Emergency Payroll Motion [Doc.
3 11 & 18], Emergency Cash Collateral Motion [Doc. 12] and Emergency Financing Motion [Doc.
4 13]. See **Exhibit A**. The documents were sent in PDF rather than MS Word.

5 At 3:11 p.m., counsel for Global Experience Specialist f/k/a GES Exposition Services,
6 Inc. (“GES”) sent an email to Debtor’s counsel with a markup of all three orders. See **Exhibit B**
7 and interlineations noted on the markup.

8 At 3:35 pm, Ms. Bello informed counsel for GES that the Debtor uploaded the three
9 orders prior to receiving any comments from GES.

10 In accordance with LBR 9021-1(b)(3)(B), at approximately 3:45 pm, GES called
11 Chambers to inform the Court that a form of alternate proposed order would be submitted for
12 each of the three orders. GES subsequently met and conferred with Debtor’s counsel via phone
13 and email, but is informed that the Debtor has not uploaded revised orders to conform to GES’s
14 requested changes.

15 With regard to the Emergency Payroll Motion [Doc. 11 and 18], the form of Debtor’s
16 order is attached as **Exhibit C**.

17 GES’s proposed alternate form of order on the Emergency Payroll Motion is attached as
18 **Exhibit D**. The specific changes are:

19 **Paragraph 1** – GES requests that the order explicitly state that the Debtor is not
20 authorized to make payments to any independent contractors or insiders.

21 **Paragraph 5** – The Debtor’s proposed order tracks section VI.(4) of the Motion, but the
22 Debtor only modifies the first clause to be grammatically correct. The alternate proposed order
23 modifies the second clause of the sentence tracked in the Motion as well.

24 **Paragraphs 10/11** – The Debtor’s proposed order breaks into two sentences a single
25 sentence in its requested relief (Motion, Page 15, lines 6-12), which when read separately seems
26 to give TAB Bank a broad release, which was not contemplated in the Motion or at the hearing.
27 The alternate proposed order re-combines the language as proposed in Debtor’s Motion.
28

GES respectfully requests that the Court enter the alternate proposed order attached as
Exhibit D hereto.

Dated: September 20, 2019

ALSTON & BIRD LLP

By: /s/ Leib M. Lerner

**ATTORNEYS FOR GLOBAL EXPERIENCE
SPECIALIST F/K/A GES EXPOSITION
SERVICES, INC.**

EXHIBIT A

Lerner, Leib

From: Reem Bello <rbello@lwgfllp.com>
Sent: Thursday, September 19, 2019 12:56 PM
To: waterman.steven@dorsey.com; 'baker.megan@dorsey.com'; Lerner, Leib; 'Goldenberg, Nancy (USTP)'
Cc: Kelly Adele; Jeff Golden
Subject: All three order in Coastal International from the 9/18/19 Hearings
Attachments: Order on Emergency Motion for Cash Collateral.pdf; Order re Postpetition Financing.pdf; Order Granting Emergency Motion Authorizing Payment of Payroll.pdf

EXTERNAL SENDER – Proceed with caution

Counsel,

Please review all three proposed orders from yesterday's hearing. Because the Court did not set a specific date, I changed the date of the bank account closures and the honoring of checks to the date of the continued hearing on October 24, 2019. (Ignore the versions sent previously). Thank you.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation,

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584 TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER:**

- (1) APPROVING STIPULATION FOR
THE USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C.
SECTIONS 363(c)(2) AND 363(b)(1)
AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE
4001(d); AND**
- (2) AUTHORIZING MAINTENANCE OF
EXISTING BANK ACCOUNTS AND
HONORING OF PRE-PETITION
CHECKS FOR A LIMITED PERIOD
OF TIME PURSUANT TO 11 U.S.C.
SECTIONS 105, 345, and 363**

DATE: September 18, 2019
TIME: 11:00 a.m.
CTRM: 5B

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order approving the cash collateral stipulation (the "Cash Collateral Stipulation") entered into between the Debtor and the Debtor's secured creditor Transportation Alliance Bank Inc. dba TAB Bank ("TAB Bank") and for an order to maintain all existing bank accounts and to have pre-petition checks honored for a limited period of time ("Cash Collateral Motion"). Appearances were as noted on the record.

The Court having read and considered the Cash Collateral Motion, heard the discussion on the record, and with good cause shown,

IT IS ORDERED:

1. The Debtor is authorized to use cash collateral of TAB Bank pursuant to section 363(c)(2) of the Bankruptcy Code on an interim basis through and including October 24, 2019, to pay for ordinary and necessary expenses in accordance with its agreement with TAB Bank;

2. TAB Bank is granted a replacement lien on the Debtor's assets, including post-petition acquired assets, with the same extent, validity and priority as TAB Bank was entitled to on the Petition Date, but not including claims or causes of action possessed by the Debtor's bankruptcy estate under sections 544, 545, 547, 548, 553(b), or 723(b), and all proceeds therefrom;

3. Debtor may use TAB Bank's cash collateral to pay any post-petition professional fees and costs of the Debtor in the ordinary course;

4. Debtor reserves the right to seek additional use of cash collateral or to seek modification of the use of cash collateral, and, TAB Bank reserves the right to seek modification or termination of the use of cash collateral;

5. Neither the Debtor nor TAB Bank waive or release of any of the rights, claims, or defenses;

1 6. Debtor is authorized to maintain its existing bank accounts (the "Bank
2 Accounts") located at TAB Bank through and including October 24, 2019;

3 7. All banks are directed to honor all of Debtor's pre-petition checks, and all
4 banks are prohibited from placing any holds on, or attempting to reverse, any automatic
5 transfers on account of the foregoing;

6 8. TAB Bank is authorized and its actions are ratified for the payment of pre-
7 petition checks;

8 9. TAB Bank is directed, on an interim basis, through and including October 24,
9 2019, to honor all pre-petition checks presented for payment and all fund transfer requests
10 made by the Debtor, to the extent that sufficient funds are on deposit in the applicable
11 accounts at TAB Bank;

12 10. TAB Bank is authorized, but not directed, to rely on the representations of
13 the Debtor with respect to whether any check or other transfer drawn or issued by the
14 Debtor prior to the Petition Date should be honored and to honor those checks;

15 11. TAB Bank shall not have any liability to any party, including under 11 U.S.C.
16 §549; and

17 12. The requirements of 11 U.S.C. § 345(b) (i) and the U.S. Trustee Guidelines
18 requiring the closing of Debtor's existing bank accounts and opening of bank accounts in
19 certain financial institutions are waived on an interim basis through and including October
20 24, 2019.

21 ###
22
23
24
25
26
27
28

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584 TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
PAYMENT AND HONORING OF PRE-
PETITION PAYROLL OBLIGATIONS**

DATE: September 18, 2019

TIME: 11:00 a.m.

CTRM: 5B

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order authorizing payment of pre-petition payroll obligations ("Payroll Motion"). Appearances were made as noted on the record.

The Court having read and considered the Payroll Motion, heard the discussion on the record, and with good cause shown,

IT IS ORDERED:

1. Debtor is authorized to pay pre-petition employee wage and salary obligations owed by Debtor up to the priority limit in Section 507(a)(4) of the United States Bankruptcy Code, and associated tax liability for the pre-petition payroll obligations, but not to any independent contractors or insiders of the Debtor as defined by 11 U.S.C. Section 101(31);

2. Debtor is authorized to pay pre-petition reimbursement of ordinary course pre-petition employment business expenses in accordance with company policy up to a maximum of \$5,000;

3. Debtor is authorized to pay benefit obligations including 401(k) plan employer contributions, worker's compensation, medical, dental, life insurance, disability insurance, union benefits, and miscellaneous other benefits incurred and payable in the ordinary course;

4. Debtor is authorized to honor all pre-petition vacation pay, sick leave, holiday pay, jury duty pay, and other paid leave claims in the ordinary course;

5. Debtor is authorized to retain its pre-petition payroll account(s) and all general operating accounts through and including October 24, 2019 and directing the banks or other financial institution not to otherwise impair Debtor's ability to deposit funds into and to withdraw funds from said account(s);

6. Debtor is authorized to take all actions reasonable and necessary to comply with its obligations to its existing payroll services such as ADP;

7. All banks are directed to honor all of Debtor's pre-petition payroll checks, and all banks are prohibited from placing any holds on, or attempting to reverse, any automatic transfers on account of the foregoing; and

8. TAB Bank is authorized and its actions are ratified for the payment of pre-petition payroll checks;

9. TAB Bank is directed, on an interim basis, through and including October 24, 2019, to honor all pre-petition checks presented for payment and all fund transfer requests

1 made by the Debtor, to the extent that sufficient funds are on deposit in the applicable
2 accounts at TAB Bank;

3 10. TAB Bank is authorized, but not directed, to rely on the representations of the
4 Debtor with respect to whether any check or other transfer drawn or issued by the Debtor
5 prior to the Petition Date should be honored and to honor those checks; and

6 11. TAB Bank shall not have any liability to any party, including under 11 U.S.C.
7 §549.

8 ###

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation,

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584-TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
DEBTOR TO OBTAIN POSTPETITION
FINANCING PURSUANT TO 11 U.S.C. §§
105, 361, 362 AND 364; MEMORANDUM
OF POINTS AND AUTHORITIES; AND
DECLARATION OF BRUCE GREEN IN
SUPPORT THEREOF**

**DATE: September 18, 2019
TIME: 11:00 a.m.
CTRM: 5B**

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order authorizing the Debtor to obtain post-petition financing pursuant to 11 U.S.C. §§ 105, 361, 362, and 364 ("DIP Financing Motion") from Debtor's secured creditor Transportation Alliance Bank Inc. dba TAB Bank ("TAB Bank"). Appearances were as noted on the record.

1 The Court having read and considered the DIP Financing Motion, heard the
2 discussion on the record, and with good cause shown,

3 **IT IS ORDERED:**

4 1. Debtor is authorized to enter into the Accounts Receivable Purchase and
5 Security Agreement ("DIP Financing Agreement") with TAB Bank, attached to the DIP
6 Financing Motion as Exhibit "3", on an interim basis through and including October 24,
7 2019.

8 2. The terms of the DIP Financing Agreement are approved, except those
9 provisions relating to releases and indemnification.

10 3. The origination and attorneys' fees provisions of the DIP Financing
11 Agreement are approved as set forth on the record.

12 ###
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

Lerner, Leib

From: Lerner, Leib
Sent: Thursday, September 19, 2019 3:11 PM
To: Reem Bello; waterman.steven@dorsey.com; 'baker.megan@dorsey.com'; 'Goldenberg, Nancy (USTP)'
Cc: Kelly Adele; Jeff Golden
Subject: RE: All three order in Coastal International from the 9/18/19 Hearings
Attachments: Coastal interim orders LL comments.pdf

Counsel,

Attached are my comments. Happy to discuss.

Leib M. Lerner
Alston & Bird LLP
333 South Hope Street
Sixteenth Floor
Los Angeles, California 90071
(213) 576-1000
(213) 576-1193 (direct)
(213) 576-1100 (fax)
leib.lerner@alston.com

From: Reem Bello <rbello@lwgfllp.com>
Sent: Thursday, September 19, 2019 12:56 PM
To: waterman.steven@dorsey.com; 'baker.megan@dorsey.com' <baker.megan@dorsey.com>; Lerner, Leib <Leib.Lerner@alston.com>; 'Goldenberg, Nancy (USTP)' <Nancy.Goldenberg@usdoj.gov>
Cc: Kelly Adele <kadele@lwgfllp.com>; Jeff Golden <jgolden@lwgfllp.com>
Subject: All three order in Coastal International from the 9/18/19 Hearings

EXTERNAL SENDER – Proceed with caution

Counsel,

Please review all three proposed orders from yesterday's hearing. Because the Court did not set a specific date, I changed the date of the bank account closures and the honoring of checks to the date of the continued hearing on October 24, 2019. (Ignore the versions sent previously). Thank you.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584 TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
PAYMENT AND HONORING OF PRE-
PETITION PAYROLL OBLIGATIONS**

DATE: September 18, 2019
TIME: 11:00 a.m.
CTRM: 5B

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order authorizing payment of pre-petition payroll obligations ("Payroll Motion"). Appearances were made as noted on the record.

The Court having read and considered the Payroll Motion, heard the discussion on the record, and with good cause shown,

Leib Lerner
Comments
9/19/19

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

1 **IT IS ORDERED:**

2 1. Debtor is authorized to pay pre-petition employee wage and salary obligations
3 owed by Debtor up to the priority limit in Section 507(a)(4) of the United States
4 Bankruptcy Code, and associated tax liability for the pre-petition payroll obligations,
5 *provided however that Debtor is not authorized to make any such payments*
6 ~~but not~~ to any independent contractors or insiders of the Debtor as defined by 11
7 U.S.C. Section 101(31);

8 2. Debtor is authorized to pay pre-petition reimbursement of ordinary course pre-
9 petition employment business expenses in accordance with company policy up to a
10 maximum of \$5,000;

11 3. Debtor is authorized to pay benefit obligations including 401(k) plan employer
12 contributions, worker's compensation, medical, dental, life insurance, disability insurance,
13 union benefits, and miscellaneous other benefits incurred and payable in the ordinary
14 course;

15 4. Debtor is authorized to honor all pre-petition vacation pay, sick leave, holiday
16 pay, jury duty pay, and other paid leave claims in the ordinary course;

17 5. Debtor is authorized to retain its pre-petition payroll account(s) and all general
18 operating accounts through and including October 24, 2019 and ~~directing~~ *is directed* the banks or
19 other financial institution not to otherwise impair Debtor's ability to deposit funds into and
20 to withdraw funds from said account(s);

21 6. Debtor is authorized to take all actions reasonable and necessary to comply
22 with its obligations to its existing payroll services such as ADP;

23 7. All banks are directed to honor all of Debtor's pre-petition payroll checks, and all
24 banks are prohibited from placing any holds on, or attempting to reverse, any automatic
25 transfers on account of the foregoing; and

26 8. TAB Bank is authorized and its actions are ratified for the payment of pre-
27 petition payroll checks;

28 9. TAB Bank is directed, on an interim basis, through and including October 24,
2019, to honor all pre-petition checks presented for payment and all fund transfer requests

1 made by the Debtor, to the extent that sufficient funds are on deposit in the applicable
2 accounts at TAB Bank;

3 10. TAB Bank is authorized, but not directed, to rely on the representations of the
4 Debtor with respect to whether any check or other transfer drawn or issued by the Debtor
5 prior to the Petition Date should be honored and to honor those checks ~~and~~ *and*

6 *and* TAB Bank shall not have any liability to any party, including under 11 U.S.C.
7 §549, *for relying on such representations by the Debtor.*

8 ###

[Faint, illegible handwritten text, possibly a signature or notes, is visible in the upper left quadrant of the page.]

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation,

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584 TA

Chapter 11

Interim
**ORDER GRANTING EMERGENCY
MOTION FOR ORDER:**

- (1) **APPROVING STIPULATION FOR
THE USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C.
SECTIONS 363(c)(2) AND 363(b)(1)
AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE
4001(d); AND**
- (2) **AUTHORIZING MAINTENANCE OF
EXISTING BANK ACCOUNTS AND
HONORING OF PRE-PETITION
CHECKS FOR A LIMITED PERIOD
OF TIME PURSUANT TO 11 U.S.C.
SECTIONS 105, 345, and 363**

DATE: September 18, 2019
TIME: 11:00 a.m.
CTRM: 5B

1234913.1

Interim CASH COLLATERAL ORDER

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

(5)

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

1 On September 18, 2019, the Court held an emergency hearing on the motion of
2 Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-
3 captioned chapter 11 bankruptcy case ("Case"), for an order approving the cash collateral
4 stipulation (the "Cash Collateral Stipulation") entered into between the Debtor and the
5 Debtor's secured creditor Transportation Alliance Bank Inc. dba TAB Bank ("TAB Bank")
6 and for an order to maintain all existing bank accounts and to have pre-petition checks
7 honored for a limited period of time ("Cash Collateral Motion"). Appearances were as
8 noted on the record.

9 The Court having read and considered the Cash Collateral Motion, heard the
10 discussion on the record, and with good cause shown,

11 **IT IS ORDERED:**

12 1. The Debtor is authorized to use cash collateral of TAB Bank pursuant to
13 section 363(c)(2) of the Bankruptcy Code on an interim basis through and including
14 October 24, 2019, to pay for ordinary and necessary expenses in accordance with its
15 agreement with TAB Bank;

16 2. TAB Bank is granted a replacement lien on the Debtor's assets, including
17 post-petition acquired assets, with the same extent, validity and priority as TAB Bank was
18 entitled to on the Petition Date, but not including claims or causes of action possessed by
19 the Debtor's bankruptcy estate under sections 544, 545, 547, 548, 553(b), or 723(b), and
20 all proceeds therefrom;

21 3. Debtor may use TAB Bank's cash collateral to pay any post-petition
22 professional fees and costs of the Debtor in the ordinary course; *subject to the requirements of 11 U.S.C. §§ 330 and 331.*

23 4. Debtor reserves the right to seek additional use of cash collateral or to seek
24 modification of the use of cash collateral, and, TAB Bank reserves the right to seek
25 modification or termination of the use of cash collateral;

26 5. Neither the Debtor nor TAB Bank waive or release of any of the *if* rights,
27 claims, or defenses;
28

6

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
San Francisco, California 94104
Tel 714-966-1000 Fax 714-966-1002

6. Debtor is authorized to maintain its existing bank accounts (the "Bank Accounts") located at TAB Bank through and including October 24, 2019, *and pre-petition*

~~7. All banks are directed to honor all of Debtor's pre-petition checks, and all banks are prohibited from placing any holds on, or attempting to reverse, any automatic transfers on account of the foregoing;~~

~~8. TAB Bank is authorized and its actions are ratified for the payment of pre-petition checks;~~

~~9. TAB Bank is directed, on an interim basis, through and including October 24, 2019, to honor all pre-petition checks presented for payment and all fund transfer requests made by the Debtor, to the extent that sufficient funds are on deposit in the applicable accounts at TAB Bank;~~

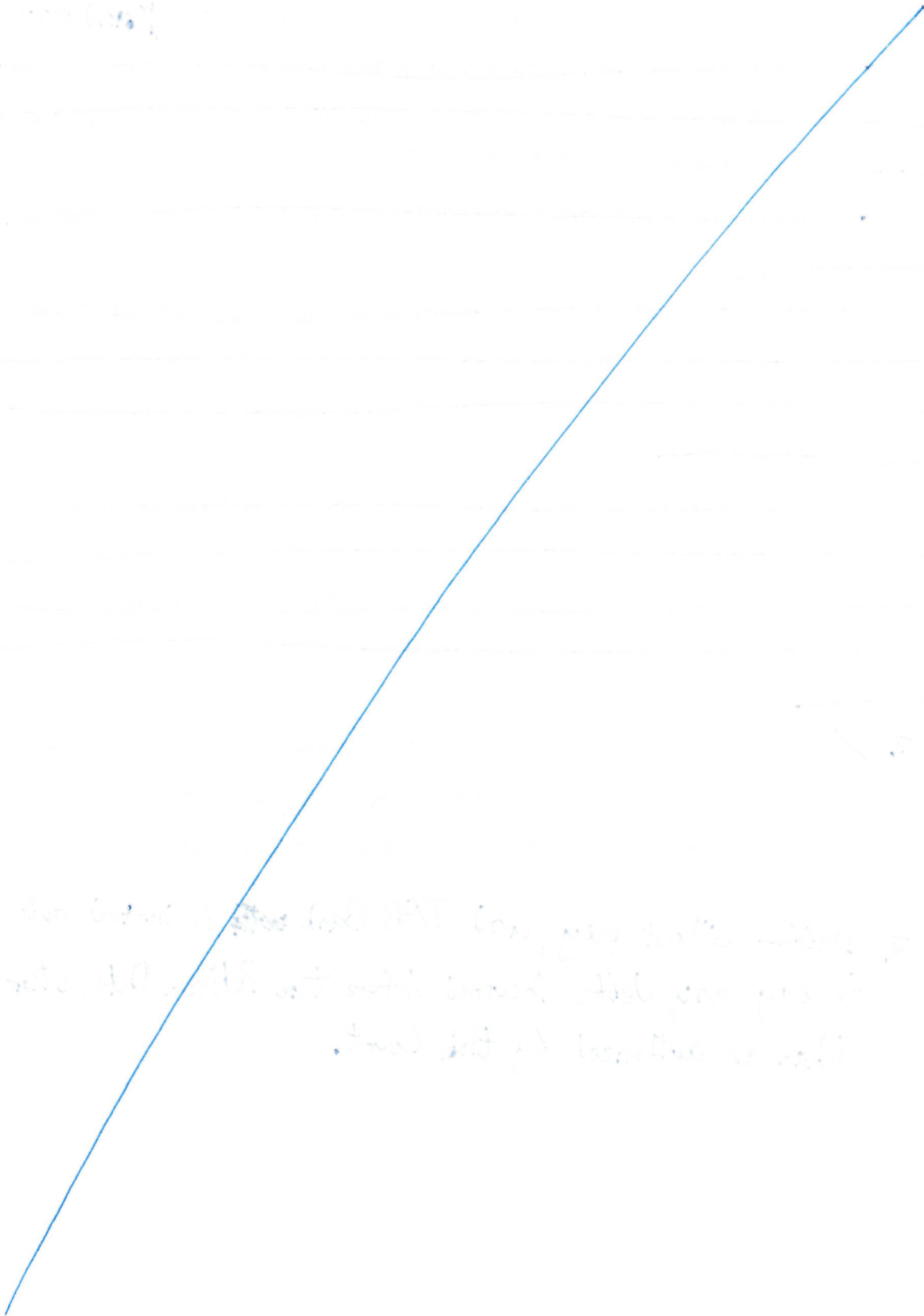
~~10. TAB Bank is authorized, but not directed, to rely on the representations of the Debtor with respect to whether any check or other transfer drawn or issued by the Debtor prior to the Petition Date should be honored and to honor those checks;~~

~~11. TAB Bank shall not have any liability to any party, including under 11 U.S.C. §549; and~~

~~12. The requirements of 11 U.S.C. § 345(b) (i) and the U.S. Trustee Guidelines requiring the closing of Debtor's existing bank accounts and opening of bank accounts in certain financial institutions are waived on an interim basis through and including October 24, 2019.~~

8. Debtor will not pay, and TAB Bank ~~will~~ is directed not to pay, any debts incurred before the Petition Date, other than as authorized by this Court.

checks shall be honored from the Bank Accounts during this period.



WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation,

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584-TA

Chapter 11

Interim
**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
DEBTOR TO OBTAIN POSTPETITION
FINANCING PURSUANT TO 11 U.S.C. §§
105, 361, 362 AND 364; MEMORANDUM
OF POINTS AND AUTHORITIES; AND
DECLARATION OF BRUCE GREEN IN
SUPPORT THEREOF**

**DATE: September 18, 2019
TIME: 11:00 a.m.
CTRM: 5B**

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order authorizing the Debtor to obtain post-petition financing pursuant to 11 U.S.C. §§ 105, 361, 362, and 364 ("DIP Financing Motion") from Debtor's secured creditor Transportation Alliance Bank Inc. dba TAB Bank ("TAB Bank"). Appearances were as noted on the record.

1234915.1

Interim DIP FINANCING ORDER

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

9

1 The Court having read and considered the DIP Financing Motion, heard the
2 discussion on the record, and with good cause shown,

3 **IT IS ORDERED:**

4 1. Debtor is authorized to enter into the Accounts Receivable Purchase and
5 Security Agreement ("DIP Financing Agreement") with TAB Bank, attached to the DIP
6 Financing Motion as Exhibit "3", on an interim basis through and including October 24,
7 2019.

8 2. The terms of the DIP Financing Agreement are approved, except those
9 provisions relating to releases and indemnification, *on an interim basis*
which are not approved.

10 3. The *Fee* Origination and *Documentation Fee* attorneys' fees provisions of the DIP Financing
11 Agreement are approved as set forth on the record.

12 ###

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

EXHIBIT C

WEILAND GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@wglp.com
Reem J. Bello, State Bar No. 198840
rbello@wglp.com
Ryan W. Beall, State Bar No. 313774
rbeall@wglp.com
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Proposed Attorneys for Debtor
and Debtor-in-Possession,
Coastal International, Inc.

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re
COASTAL INTERNATIONAL, INC., a
Nevada corporation

Debtor and Debtor-in-
Possession.

Case No. 8:19-bk-13584 TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
PAYMENT AND HONORING OF PRE-
PETITION PAYROLL OBLIGATIONS**

DATE: September 18, 2019

TIME: 11:00 a.m.

CTRM: 5B

On September 18, 2019, the Court held an emergency hearing on the motion of Coastal International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11 bankruptcy case ("Case"), for an order authorizing payment of pre-petition payroll obligations ("Payroll Motion"). Appearances were made as noted on the record.

The Court having read and considered the Payroll Motion, heard the discussion on the record, and with good cause shown,

IT IS ORDERED:

1. Debtor is authorized to pay pre-petition employee wage and salary obligations owed by Debtor up to the priority limit in Section 507(a)(4) of the United States Bankruptcy Code, and associated tax liability for the pre-petition payroll obligations, but not to any independent contractors or insiders of the Debtor as defined by 11 U.S.C. Section 101(31);

2. Debtor is authorized to pay pre-petition reimbursement of ordinary course pre-petition employment business expenses in accordance with company policy up to a maximum of \$5,000;

3. Debtor is authorized to pay benefit obligations including 401(k) plan employer contributions, worker's compensation, medical, dental, life insurance, disability insurance, union benefits, and miscellaneous other benefits incurred and payable in the ordinary course;

4. Debtor is authorized to honor all pre-petition vacation pay, sick leave, holiday pay, jury duty pay, and other paid leave claims in the ordinary course;

5. Debtor is authorized to retain its pre-petition payroll account(s) and all general operating accounts through and including October 24, 2019 and directing the banks or other financial institution not to otherwise impair Debtor's ability to deposit funds into and to withdraw funds from said account(s);

6. Debtor is authorized to take all actions reasonable and necessary to comply with its obligations to its existing payroll services such as ADP;

7. All banks are directed to honor all of Debtor's pre-petition payroll checks, and all banks are prohibited from placing any holds on, or attempting to reverse, any automatic transfers on account of the foregoing; and

8. TAB Bank is authorized and its actions are ratified for the payment of pre-petition payroll checks;

9. TAB Bank is directed, on an interim basis, through and including October 24, 2019, to honor all pre-petition checks presented for payment and all fund transfer requests

1 made by the Debtor, to the extent that sufficient funds are on deposit in the applicable
2 accounts at TAB Bank;

3 10. TAB Bank is authorized, but not directed, to rely on the representations of the
4 Debtor with respect to whether any check or other transfer drawn or issued by the Debtor
5 prior to the Petition Date should be honored and to honor those checks; and

6 11. TAB Bank shall not have any liability to any party, including under 11 U.S.C.
7 §549.

8 ###

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Weiland Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

EXHIBIT D

1 Leib M. Lerner (CA State Bar No. 227323)
2 Alina A. Ananian (CA State Bar No. 322905)
3 **ALSTON & BIRD LLP**
4 333 S. Hope Street, 16th Floor
5 Los Angeles, CA 90071
6 Telephone: (213) 576-1000
7 Facsimile: (213) 576-1100
8 Email: leib.lerner@alston.com
9 Email: alina.ananian@alston.com

10 Attorneys for Global Experience Specialist
11 f/k/a GES Exposition Services, Inc.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re:

Coastal International Inc.,

Debtor

Bankruptcy Case No. 19-13584-TA

Chapter 11

**ORDER GRANTING EMERGENCY
MOTION FOR ORDER AUTHORIZING
PAYMENT AND HONORING OF PRE-
PETITION PAYROLL OBLIGATIONS**

Hearing

Date: September 18, 2019

Time: 11:00 a.m.

Place: 411 West Fourth Street
Suite 5085/Courtroom 5B
Santa Ana, CA 92701

1 On September 18, 2019, the Court held an emergency hearing on the motion of Coastal
2 International, Inc., the debtor and debtor-in-possession ("Debtor") in the above-captioned chapter 11
3 bankruptcy case ("Case"), for an order authorizing payment of pre-petition payroll obligations
4 ("Payroll Motion"). Appearances were made as noted on the record.

5 The Court having read and considered the Payroll Motion, heard the discussion on the record,
6 and with good cause shown,

7 **IT IS ORDERED:**

8 1. Debtor is authorized to pay pre-petition employee wage and salary obligations
9 owed by Debtor up to the priority limit in Section 507(a)(4) of the United States Bankruptcy Code,
10 and associated tax liability for the pre-petition payroll obligations, provided, however, that Debtor is
11 not authorized to make any such payments to any independent contractors or insiders of the Debtor
12 as defined by 11 U.S.C. Section 101(31);

13 2. Debtor is authorized to pay pre-petition reimbursement of ordinary course pre-petition
14 employment business expenses in accordance with company policy up to a maximum of \$5,000;

15 3. Debtor is authorized to pay benefit obligations including 401(k) plan employer
16 contributions, worker's compensation, medical, dental, life insurance, disability insurance, union
17 benefits, and miscellaneous other benefits incurred and payable in the ordinary course;

18 4. Debtor is authorized to honor all pre-petition vacation pay, sick leave, holiday pay, jury
19 duty pay, and other paid leave claims in the ordinary course;

20 5. Debtor is authorized to retain its pre-petition payroll account(s) and all general operating
21 accounts through and including October 24, 2019 and the bank or other financial institution is
22 directed not to otherwise impair Debtor's ability to deposit funds into and to withdraw funds from
23 said account(s);

24 6. Debtor is authorized to take all actions reasonable and necessary to comply with its
25 obligations to its existing payroll services such as ADP;

26 7. All banks are directed to honor all of Debtor's pre-petition payroll checks, and all banks
27 are prohibited from placing any holds on, or attempting to reverse, any automatic transfers on
28 account of the foregoing; and

8. TAB Bank is authorized and its actions are ratified for the payment of pre-petition payroll checks;

9. TAB Bank is directed, on an interim basis, through and including October 24, 2019, to honor all pre-petition checks presented for payment and all fund transfer requests made by the Debtor, to the extent that sufficient funds are on deposit in the applicable accounts at TAB Bank;

10. TAB Bank is authorized, but not directed, to rely on the representations of the Debtor with respect to whether any check or other transfer drawn or issued by the Debtor prior to the Petition Date should be honored and to honor those checks and TAB Bank shall not have any liability to any party, including under 11 U.S.C. §549, for relying on such representations by the Debtor.

###

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Alston & Bird LLP, 333 S. Hope Street, 16th Floor, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (specify):

OBJECTION OF GLOBAL EXPERIENCE SPECIALIST TO DEBTOR'S FORM OF ORDER AND PROPOSED ALTERNATE INTERIM ORDER GRANTING EMERGENCY MOTION FOR ORDER AUTHORIZING PAYMENT AND HONORING OF PRE-PETITION PAYROLL OBLIGATIONS

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 9/20/2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Reem J Bello rbello@wgllp.com,
kadele@wgllp.com;vrosales@wgllp.com;cyoshonis@wgllp.com;cbmeeker@gmail.com
- Jeffrey I Golden jgolden@wgllp.com,
kadele@wgllp.com;vrosales@wgllp.com;cbmeeker@gmail.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Leib M Lerner leib.lerner@alston.com, autodockettest-lax@alston.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On 9/20/2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Theodor C. Albert
United States Bankruptcy Court
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5085 / Courtroom 5B
Santa Ana, CA 92701-4593

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

S

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/20/2019

Date

Rosa Nelly Villaneda

Printed Name

/s/ Rosa Nelly Villaneda

Signature